

James F. Campise, Esq. (JFC 3631)

COZEN O'CONNOR

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New York, New York 10006

(212) 509-9400

*Attorneys for Plaintiff, Underwriters At Lloyds a/s/o Younglim B & A Co., Ltd.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNDERWRITERS AT LLOYDS a/s/o	:	Index No.: 07 Civ. 6628 (PAC)
YOUNGLIM B&A Co.	:	
Plaintiff,	:	
-against-	:	
OCEAN WORLD LINES, INC.	:	
Defendant.	:	

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OCEAN WORLD LINES, INC.	:	
Third-Party Plaintiff,	:	
-against-	:	
ANL CONTAINER LINE PTY LIMITED t/a ANL;	:	
ANL SINGAPORE PTE LTD.,	:	
Third-Party Defendants.	:	

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**AFFIDAVIT IN OPPOSITION TO THIRD-PARTY DEFENDANTS' MOTION  
COMPELLING ARBITRATION AND FOR A STAY OF PROCEEDINGS**

STATE OF NEW YORK)

:ss.

COUNTY OF NEW YORK)

JAMES F. CAMPISE, being duly sworn, deposes and says:

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JAMES F. CAMPISE, being duly sworn, deposes and says:

1. I am a member of the firm of COZEN O'CONNOR, attorneys for the plaintiff and submit this Affidavit in Opposition to the Motion of Third Party Defendants to Compel Arbitration and Stay Proceedings.

2. Plaintiff's subrogor, Younglim B & A Co., was the consignee of a shipment of chemicals transported by ocean vessel from Norfolk, Virginia to Busan, Korea.

3. Ocean World Lines, Inc. ("OWL") issued a bill of lading for the transport. (EXHIBIT "A").

4. During transport, the shipment became wet and otherwise damaged and suit was commenced in New York State Supreme Court against defendant OWL.

5. Defendant OWL removed proceedings to this court and in its answer to the within suit, and more particularly as its "SEVENTH AFFIRMATIVE DEFENSE" defendant OWL asserts that its maximum liability to plaintiff is "*...\$500 per package, as agreed to in the provisions of the bill of lading and under the provisions of Carriage of Goods by Sea Act ("COGSA"), specifically 46 USC § 1304 (5).*"

6. Third-Party Defendants, issued a Sea Waybill P234WORFBSN2 to defendant OWL. Plaintiff is not a party to the document issued by third party defendant. (EXHIBIT "B").

7. The terms and conditions on the sea waybill issued by third party defendant are expressly stated to be "Subject to the CMI Uniform Rules for Sea Waybills.

8. Moreover, the terms and conditions set forth on the reverse side of the Sea Waybill are stated to be subject to the Hague-Visby rules which set forth a limitation different

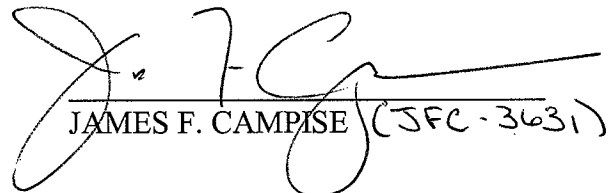
from the limitation set forth in COGSA. (SEE EXHIBIT "B" of Third party Defendant's within Motion).

9. Third party defendant was brought into the suit by defendant pursuant to Rule 14C, which permits Plaintiff to assert its claim directly against Third-Party Defendant.


10. Plaintiff was not in privity with the third party defendant, nor did defendant OWL act as plaintiff's agent at the time that the Seawaybill was issued, hence third party defendant can not claim the liability limitation as against plaintiff. Norfolk Southern R. Co. v. James Kirby, PTY LTD., 543 U.S. 14 (2004).

11. Third party defendants should be required to remain in the case as their liability to plaintiff potentially differs from that of OWL's. Moreover, plaintiff is not a party to the arbitration agreement between Owl and Third Party Defendant..

For the foregoing reasons, Third-Party Defendants' Motion should be denied together with such other relief as seems fair and just to this Court.

  
JAMES F. CAMPISE (JFC-3631)

Sworn to before me this  
18<sup>th</sup> day of April, 2008

  
Notary

ROBERT W. PHELAN, ATTORNEY-AT-LAW  
Notary Public, State of New York  
Qualified in New York County  
No. 02PH6073192  
Commission Expires April 15, 20 10

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**CERTIFICATE OF SERVICE**

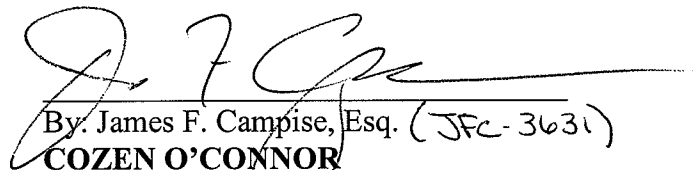
I, James F. Campise, hereby certify and state that on the 19<sup>th</sup> day of December, 2007, I caused a copy of Plaintiff Underwriters At Lloyds a/s/o Younglim B & A Co., Ltd. Opposition to Third-Party Defendant's Motion to Stay Proceedings and Compel Arbitration via electronic mail and regular mail upon the following:

Jeremy O. Harwood  
Blank Rome LLP  
The Chrysler Building  
405 Lexington Avenue  
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JHarwood@blankrome.com

Patric Michael DeCharles, II and  
Stephen H. Vengrow  
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61 Broadway, Suite 3000  
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svengrow@cckvt.com

Dated: New York, New York  
April 18, 2008

COZEN O'CONNOR

A handwritten signature in black ink, appearing to read "J. F. Campise", is written over a horizontal line.

By: James F. Campise, Esq. (JFC-3631)

**COZEN O'CONNOR**  
Attorneys for Plaintiff  
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